IN THE COUNTY COURT OF VICTORIA

Revised
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AT MELBOURNE
CRIMINAL JURISDICTION

CR 17-01902

DIRECTOR OF PUBLIC PROSECUTIONS

VICTORIAN GOVERNMENT REPORTING SERVICE

7/436 Lonsdale Street, Melbourne Vic 3000 - Telephone 9603 9134

195929

v

LUKE DEUTSCHER

JUDGE:	HER HONOUR JUDGE WILMOTH
WHERE HELD:	Melbourne
DATE OF HEARING:	17 December 2018
DATE OF SENTENCE:	20 December 2018
CASE MAY BE CITED AS:	DPP v Deutscher
MEDIUM NEUTRAL CITATION:	[2018] VCC 2209

REASONS FOR SENTENCE

Subject: criminal law - sentence

Catchwords: pleas of guilty to 15 charges of obtaining property by deception; 2 charges of obtaining a financial advantage by deception; one charge each of theft, attempting to obtain property by deception; using a false document , attempting to pervert the course of justice; four summary charges of contravening a condition of bail – earlier drug addiction offending over a 5 month period - late plea of guilty - 27 years old at time of offending - gambling addiction – self-blame and overwhelming distress following fatal car accident - rehabilitation guarded.

Sentence: 3 years imprisonment with non-parole period of 18 months.

APPEARANCES:	Counsel	Solicitors
For the Director of Public Prosecutions	Mr A. Moore (for plea) Ms T. Saville (for sentence)	OPP
For the Accused	Mr H. Roberts	Anne Valos Criminal Law

HER HONOUR:

1 Luke Deutscher, you have pleaded guilty to 15 charges of obtaining property by deception, two charges of obtaining a financial advantage by deception, one charge of theft, one charge of attempting to obtain property by deception, one charge of using a false document and one charge of attempting to pervert the course of justice. For most of these charges, the maximum penalty is ten years' imprisonment, except for attempting to obtain property by deception for which the maximum is five years, and attempting to pervert the course of justice for which the maximum is 25 years.

2 You also pleaded guilty to four summary charges of contravening a condition of your bail in that you failed to report to the police station as required. The maximum penalty for that offence is 30 penalty units or three months' imprisonment.

3 I arranged for you to be assessed as to your suitability for a Community Correction Order and you were assessed as suitable. This was with a view to imposing a sentence of 12 months' imprisonment in combination with a Community Correction Order of some length. On reviewing the summary of the offending and taking into account all of the circumstances, I have concluded that the offending was too serious to warrant such leniency. Therefore I shall be imposing a term of imprisonment longer than 12 months and I shall explain my reasons, but first I shall set out the details of the offences and the circumstances in which they were committed.

4 You committed the indictable offences over a five-month period between November 2016 and March 2017. The details are set out in the document

entitled "Amended Summary of Prosecution Opening for Plea" dated 14 December 2018 which is Exhibit A. That document will be appended to these sentencing remarks but I shall summarise the particular offences as follows.

5 You obtained five cars from dealerships, two by the deceptive means of producing false internet banking receipts and three by writing worthless cheques. Three of the cars were returned to the car yards once the deception was discovered and you used the other two as trade-ins. You rented a vehicle and found in it a credit card belonging to the proprietor of the business and used it for transactions worth $3,800. You obtained other goods and services using worthless cheques.

6 When the police began investigating, you used a false document to try to show that you had paid for certain of these goods. You naively used your own bank accounts and your own identity in these transactions in quite a bizarre way that ensured your early detection. The first two charges are charges of obtaining property by deception. **Charge 1** occurred on 19 November 2016 in Traralgon at Valley Ford Motor Group where you signed a contract for a Ford Ranger vehicle registered number 1IW 4YA worth $43,990. You emailed to the car yard salesman a receipt from an internet banking transfer for that amount but at the time you only had $416 in your account and there was no transfer of funds. You took possession of that vehicle the next day.

7 On 25 November 2016, you returned to the car yard with your girlfriend at the time and you bought a car for her. This was a Kia Sport registration 11W 4XU for which you provided an internet banking receipt for the purchase price of $30,400. Again there was no transfer of funds and you still only had $416 in

your account and that is **Charge 2**.

8 **Charge 3** is a charge of obtaining a financial advantage by deception. Within a few days, Valley Ford Motor Group became aware that no funds had been transferred to them and they asked you for payment. You wrote a personal cheque for $74,390 payable to them but you only had $97 in your account and the cheque was dishonoured. You then returned both the vehicles to an address in Geelong from where they were returned to Valley Ford Motor Group.

9 On 1 December 2016, you went to Wignall Ford in Mornington and bought a Ford Ranger registered number AKB 155 for $49,489.99 paid for with a personal cheque which you deposited into the company's account. You picked up the car the next day. A few days later, the cheque was dishonoured and you never paid for the car. It was reported as stolen and the police located it in Clifton Springs and it was towed away. That is **Charge 4**, obtaining property by deception.

10 While the car was still in your possession, you had taken it to a car wash business and paid $108.80 by personal cheque for the car to be detailed. The cheque was dishonoured as by then you had closed your account. That is **Charge 5**, obtaining a financial advantage by deception.

11 Charges 6 to 14 are charges of obtaining property by deception. **Charge 6** occurred on the same day as you had the car detailed when you went to a business known as Drummond Golf in Geelong and bought a set of golf clubs and other items for the total sum of $1,399. You wrote a personal cheque for this amount but it was dishonoured, and although you promised to attend the store to rectify payment, you never did.

12 On 12 December 2016, you went to a Mitre 10 store in Wallington and bought a mower with parts for $499 using a personal cheque for payment. Again the cheque was dishonoured and that is **Charge 7**.

13 The same day, you went to the Maple Tree Café in Lorne and wrote a personal cheque for $165 to pay for food and drink. The cheque was drawn on your account which you had closed and despite attempts by the café proprietor, it was never paid and that is **Charge 8**.

14 I turn now to Charges 9, 11 and 13, all charges of obtaining property by deception grouped together and described in the prosecution summary as trade series 1. On 22 December 2016, you went to a Holden dealership in Dandenong and signed a contract for the purchase of a Holden Commodore wagon, registration number ACH 177 valued at $31,390. You emailed to the salesman an internet banking receipt as proof of payment but no funds were transferred and in fact you had practically nothing in your account at the time. You drove the vehicle away, the dealership being unaware of the deception. That is **Charge 9**.

15 On 10 January 2017, you went to a car yard in Grovedale near Geelong and signed a contract in regard to a trading of vehicle ACH 177 for a Holden station wagon registration number Z0J 479. The agreed price for the Holden station wagon was $16,999 and ACH 177 was valued at $23,499. As a result, you were given $6,500 cash. That is **Charge 11**, obtaining property by deception.

16 On 15 February 2017, you went to a car yard in Lilydale and signed a contract in regard to a trade-in of the Holden station wagon for a Ford utility. The agreed price for the Ford utility was $9,990 and the Holden was valued at $10,490. As

a result, you were given $550 cash. You deceived the proprietor into thinking you were the legitimate owner of the Holden. That is **Charge 13**, obtaining property by deception.

17 The next group of charges described in the prosecution summary as trade series 2 are Charges 10, 12 and 14. On or about 20 December 2016, you went to a Toyota dealership in Deer Park and signed a contract for a Toyota 86 GTS registration 1GB 9TH valued at $32,000. You emailed to the salesman an internet banking receipt showing you had transferred the money to the dealership but there was no transfer of funds and again your account was virtually empty. You drove away in the car. That is **Charge 10**, obtaining property by deception.

18 On 10 January 2017, you went to a Toyota dealership in Geelong and signed a contract for the trade-in of the Toyota 86 GTS for a Nissan Dualis registration ZTG 224. The agreed price for the Nissan was $19,990 and the GTS was valued at $26,000. As a result, you were given $6,010 in cash. The salesman was deceived into believing you legitimately owned the GTS. That is **Charge 12**, obtaining property by deception.

19 On 21 February 2017, you went to Millee Cars in Northcote and signed a contract for a trade-in of the Nissan for a Lexus wagon registration STE 959, the agreed price for which was $9,406 and the Nissan was valued at $13,406. As a result, you were given $4,000 cash. You deceived the salesman into believing you were the legitimate owner of the Nissan. That is **Charge 14**, obtaining property by deception.

20 Charges 15 to 18 arose from your dealings with Mr Dillon from whom on

24 February 2017 you rented a vehicle for the purpose of moving house. When Mr Dillon delivered the vehicle to you, he accidentally left his credit card in it. You used it to make a PayPal purchase of $1,800. That is **Charge 18**, obtaining property by deception. Mr Dillon noticed that his card had been used for four unauthorised purchases, three of them being deposits into a Ladbrokes gambling account and he cancelled his card.

21 Staff at the car rental office contacted you to ask if you had seen the credit card in the vehicle and you denied it. That is **Charge 15**, theft. Indeed on 24 February, you had used Mr Dillon's card details to make the deposits totalling $2,000 in your name in the Ladbrokes account. That is **Charge 16**, obtaining property by deception.

22 You attempted to do this three more times, trying to obtain a total $2,600 but the card had been cancelled. That is **Charge 17**, attempt to obtain property by deception.

23 **Charge 19** is a charge of obtaining property by deception on 28 February 2017 when you went to Cash Converters in Bendigo and used the golf clubs from Drummond Golf in Geelong to obtain a loan of $400 cash. The loan was never repaid.

24 You were interviewed at Geelong police station in relation to Charge 8 and afterwards you emailed to Senior Constable Anderson a copy of your bank statement to show you had paid for the items from Drummond Golf. An investigation revealed that no funds were transferred. You had amended the bank statement to reflect a payment having been made. Those matters give rise to **Charges 20 and 21**, using a false document and attempting to pervert

the course of justice.

25 I can summarise the gravity of the offending in this case by noting that it occurred over a protracted period of time, five months, and that it involved a large number of transactions totalling $267,036.79 although the reward you reaped from your efforts was $17,010. That of course is not an insignificant amount. It is of great concern that the victims of your dishonesty, mostly businesses but in one case an individual, lost varying and in some cases considerable amounts of money. That is set out in paragraph 81 of the prosecution summary, showing, for example, that Mr Dillon lost $3,800.

26 The police began a series of interviews with you in February 2017, with a second in March and a third in April. The police had had trouble getting you to attend for an interview and eventually Senior Constable Anderson went to your house on 20 February to find you and you were taken to the police station. The interviews contained some admissions, some outright denials and some false explanations. You were charged and bailed on those three occasions.

27 At two committal hearings, you had different solicitors acting for you. Then as you could not afford to pay fees, you were unrepresented for many months. In July 2018, you failed to appear and a warrant of apprehension was issued. You continued to be unrepresented until September 2018 when Victoria Legal Aid provided funding which had not been available earlier owing to the fact that you had been employed. Before your application was processed, you indicated that you would plead guilty and within a few days representation was arranged.

28 Although that long delay may well have increased your anxiety over the charges, it was largely of your own making and your counsel quite rightly did not

submit that such delay should be taken into account as a mitigating factor. The circumstances of the delay are highly suggestive of an attitude of denial on your part as your way of dealing with the consequences of your crimes. Accordingly, I put the fact of delay to one side. At the same time, I note that the chronology of this case reveals a quite startling number of court hearings from July 2017 until October this year including two occasions when you failed to appear, nearly all of them necessitated by the fact that you remained unrepresented. It took the efforts of the list judge to eventually break this funding deadlock.

29 Your personal background is that you are aged 29. You were aged 27 and I think 28 at the time of the offending. You had an unremarkable upbringing in a stable family and it seems you are close to your parents who have written a letter to the court explaining the sad details of recent events in your life.

30 You were living in Horsham and you have been employed with a company called Radius Steel Constructions. You told your employers over the weekend just gone about this case and today I have seen a letter from Mr Williams of that company, an undated letter I should say, confirming your employment and stating that you are a trusted and hardworking employee.

31 As a teenager, you used amphetamines and later used ice on a daily basis until you were 25. You ceased then and have not used illicit drugs since. In November 2014 at the age of 23, you were convicted of $10,000 worth of theft and deception offences while employed as a bank teller at the ANZ Bank in order to pay drug debts. You were sentenced to a wholly suspended term of imprisonment of four months. It appears that around that time you began gambling and it quickly became addictive, only ceasing some four years later when your new partner would not tolerate it.

32 A significant event in your life was the serious car accident you were involved in in 2015. You were driving on a country road with your partner a passenger when you blacked out and hit a car coming in the opposite direction. Tragically, the two occupants of the car were killed and you and your partner were badly injured. Your partner suffered multiple fractures including fractures of both legs, her pelvis and an elbow and she underwent many months of recovery and rehabilitation in hospital. In 2017, sometime after the period of your offending, your brother was tragically killed in a car accident.

33 You were recently assessed by Mr Bernard Healey, the clinical psychologist to whom you related these events and he recounted your reaction to the 2015 accident as one of self-blaming and overwhelming distress. In that context while in the state of detachment as Mr Healey put it, you committed the offences. You wanted to make your partner happy and to impress her even in a short-lived way with detection inevitable.

34 Mr Healey said in his report that you have remained bewildered and embarrassed by your conduct and by the cost and inconvenience caused to the car retailers. That attitude was not evident in any of the interviews with the police and you told them that the motivation to obtain cash was to repay a loan from your parents whereas your instructions to Mr Roberts, who appeared on your behalf, was that it was to pay bills. You continued even when interviewed by the police to try to evade responsibility although you did make some admissions.

35 Your parents' letter indicates that your brother's death after the offending brought about a change in your approach to life and they say you have turned your life around. That belief is shared by your partner who is the mother of two

young children and who has written a letter to the court supporting you. She explained that your relationship has continued since October 2017, that you are adapting to being a stepfather to her children, that you are supporting her while she is studying and that you no longer gamble.

36 Your prospects of rehabilitation can only be described as guarded given that you committed these serious offences knowing that your criminal record had already characterised you as a dishonest person. It was a series of carefully planned offending despite its naivety and inevitable detection, and it was an escalation in criminality deserving little in the way of leniency. However, I accept that your earlier offending occurred in the context of drug addiction and for the duration of the more recent offending, you probably were in Mr Healey's opinion suffering from untreated depression arising from the car accident and self-blame over the deaths of the two people and your girlfriend's serious injuries. I take that into account in a general sense and it helps explain why a relatively young man from a good background with a good education and indeed with sound intelligence would resort to such behaviour.

37 Your circumstances in recent months have improved in that you have been working, you and your partner have a supportive relationship and your parents are also supportive. They confirm that you have rid your life of drugs and gambling. Mr Healey recognised your vulnerability and discussed that with you. Succumbing to those influences remains a risk and it could threaten your chances of rehabilitation. The professional support which you probably need has been absent from your life so far.

38 A mitigating factor is that you pleaded guilty, although at a late stage, but nonetheless you avoided the expense and inconvenience of a trial and deserve

some credit for that and I take that into account.

39 Would you stand please now. I sentence you as follows:

for each of Charges 1 and 2, 18 months' imprisonment

for Charge 3, 12 months

for Charge 4, 18 months

for Charge 5, three months

for each of Charges 6 and 7, six months

for Charge 8, three months

for each of Charges 9, 10, 11, 12, 13 and 14, two years

for Charge 15, 12 months

for Charge 16, 18 months

for Charge 17, six months

for Charge 18, 18 months

for Charge 19, six months

for Charge 20, 12 months

for Charge 21, two years

for each of the four summary charges, one month.

As for cumulation, I have had regard to the principle of totality in determining to

what extent there should be some cumulation of sentences. Cumulation is necessary to reflect the separate occasions on which you offended, and the number of them[1].

The sentence for Charge 9 is the base sentence for purposes of cumulation and I make the following orders for cumulation. One month of the sentence for Charge 1, one month of the sentence for Charge 6, one month of the sentence for Charge 10, one month of the sentence for Charge 15, three months of the sentence for Charge 16, two months of the sentence for Charge 18, and three months of the sentence for Charge 21 are to be served in cumulation upon the base sentence.

This results in a total effective sentence of three years.

I order that you serve 18 months before being eligible for parole. The relatively short non-parole period takes into account the positive factors that are now apparent in your life.

40 The prosecution seeks an order for a forensic sample of saliva to be obtained under s.464ZF of the Crimes Act and Mr Roberts, I haven't made a note of whether that was consented to or unopposed?

41 MR ROBERTS: I can't imagine that would be opposed but perhaps I should just confirm with my client?

42 HER HONOUR: Yes, certainly.

43 MR ROBERTS: Yes, that order is consented to.

44 HER HONOUR: Thank you. I make that order and I will explain to you,

[1] This paragraph was amended under s.104A(1)(a)(ii) of the Sentencing Act 1991

Mr Deutscher, that the police have the power to use reasonably force to obtain that sample but I trust that will not be necessary.

An order is sought for the forfeiture of two vehicles.

45 MR ROBERTS: Those orders are unopposed. They're forfeiture orders.

46 HER HONOUR: Not opposed? yes.

The Ford utility registered 1IW 5OS and a silver Lexus registered STE 959. I make those orders.

47 Now I was going to go on to comment about the rest of the compensation orders that are set out in paragraph 81 of the prosecution summary.

48 Mr Deutscher, you consented to all of those except for compensation for the vehicles referred to in paragraphs (g) and (h), and your objection was on the basis that the sum sought includes the car dealership's profit margin which Mr Roberts has submitted should not be included as a loss. Mr Moore for the prosecution submitted that in such circumstances, the compensation order should not be made but would be a matter to be pursued by the victim under the relevant provisions of the *Sentencing Act*. I will proceed to make the following compensation orders, leaving out of those two, (g) and (h), Mr Roberts.

49 MR ROBERTS: Yes, Your Honour.

50 HER HONOUR: Unless I might hear more from you in a moment.

Varinder Dillon, $3,800 which is the amount stolen from his credit card;

Fagg's Mitre 10 at Wallington, $499, the value of the lawn mower and parts;

Valley Ford Motor Group in Traralgon, $1,150, the cost of towing vehicles from Ocean Grove to Traralgon;

Glitz Hand Car Wash Geelong, $108;

Drummond Golf Geelong, $1,399 for the items acquired;

Maple Tree Restaurant in Lorne, $165;

Cash Converters Bendigo, $400 for the cash traded for the golf clubs;

Wignall Ford in Mornington, $3,490, the value of the Ford Ranger registration AKB 155.

51 Finally under s.6AAA of the *Sentencing Act*, if you had not pleaded guilty to these charges, I would have sentenced you to three years and six months' imprisonment with a non-parole period of two years.

52 Are there any other matters? First of all, Ms Saville?

53 MS SAVILLE: No, Your Honour, but I did miss the sentence on Charge No.16 if Your Honour wouldn't mind to repeat that?

54 HER HONOUR: I'll come back to that, yes. It's not there, just a moment.

55 MR ROBERTS: But there's cumulation on Charge 16.

56 HER HONOUR: Eighteen months.

57 MS SAVILLE: Thank you, Your Honour.

58 HER HONOUR: That was with a cumulation of three months, wasn't it?

59 MS SAVILLE: Yes.

60 MR ROBERTS: That's correct, Your Honour.

61 HER HONOUR: Yes.

62 MR ROBERTS: Your Honour, just with respect to the orders, there may have been a degree of misunderstanding with regard to the orders that weren't opposed.

63 HER HONOUR: Yes.

64 MR ROBERTS: I think with regard to the - because from the notes I've got, I queried the compensation order for Fagg's Mitre 10 of $499 - - -

65 HER HONOUR: Did you?

66 MR ROBERTS: Well, because for the similar reason of querying the orders sought with respect to the two motor vehicles which were the matters - the item - or the compensation orders sought for which in particular I raised the issue about the appropriate amount and being the fact that it includes profit margin, and I indicated that that also related to the lawn mower from Mitre 10 and Drummond Golf, and I did indicate - but of course the profit margin would have been much less but I indicated that - - -

67 HER HONOUR: I see, I missed that.

68 MR ROBERTS: - - - it was a relevant factor but - - -

69 HER HONOUR: Couldn't this be true of absolutely any compensation payment? It could be true of the food and drink from the Lorne café for example.

70 MR ROBERTS: Well, technically it could but obviously taking a pragmatic approach from my perspective in terms of trying to work out the actual value of the food loss, the food and drink, is a far more complex exercise than say it is for - even for a lawn mower because Mitre 10 would have purchased that lawn mower for a certain amount and then sell it for a different price which includes the profit margin.

71 Now on that point, just on that point of the provisions of the legislation, I did come across the decision of Her Honour Judge Lewitan and I've taken a copy of that - printed a copy of that decision. Initially I wasn't sure if it was a hundred per cent on point but on reflection I believe it is. Now this is a fairly straightforward matter insofar as this only involved a compensation order for what was a fairly expensive car - - -

72 HER HONOUR: Just let your client sit down. You can sit down now, Mr Deutscher.

73 MR ROBERTS: It was a compensation order sought with respect to a very valuable Ferrari and the applicant in that matter was Dutton Garage Wholesale Pty Ltd, and it had purchased the vehicle from the respondent to that application who was then - became the offender because it became apparent that he had stolen that vehicle. So he was not able to actually sell that vehicle, and I think the gist of it was that he sold the vehicle - the vehicle was sold to Dutton Garage for the sum of $875,000, and when it came to the proceedings which were fairly complex as far as background, nevertheless there is a reference in the paragraph that where a valuation of that particular Ferrari was provided, in my submission that is relevant to the section, s.86, because it makes reference to the value of the property.

74 Now on the face of it, the starting point might have been that - assumed to be that Dutton Garage was entitled to the price it had paid for the Ferrari. However as s.86(1) clearly states that the compensation order must not exceed the value of the properly lost, destroyed or damaged. So in that hearing, it appears that the applicant was fairly diligent in that matter insofar as the presentation of the matter because in addition - although in addition - although it had details that it had purchased the vehicle for $875,000, they then obtained valuation - and in my submission this is where it becomes relevant to s.86(1) - so he actually gives valuations of the vehicle at three different times. Unlike other vehicles, this vehicle actually rose in value from $550,000 in July of 2013 to $950,000 to $1 million as of September 2016. But it was valued at September 2014 as $875,000 which effectively represented the price that Dutton Garage had paid.

75 The point about this is, Your Honour, is that in my submission the reasoning process and the way that matter was presented indicated - and in my submission confirms my view of the reading of the legislation that the value of the property is not the value of the item as it is put up for sale. It must have a valuation, the value of the property, and in my submission that is not represented by the purchase price.

76 So although as I indicated before, Your Honour, I wouldn't quibble about - I think taking it pragmatically with respect to the cost of the food and drink from Maple Tree Restaurant, it would be an unnecessary exercise to require Maple Tree Restaurant to work out the value of the food that's actually provided because on my reading of this legislation, technically that's what it implies. I mean it would imply the value of the food that had been purchased and provided plus perhaps other incidentals, but in that case for a value of $165, it would be an

unnecessary exercise.

77 HER HONOUR: Also you're talking - paragraph (g) and (h) were dealing with valuable cars obviously as was the case that you're reading from. In terms of the golf club and the Drummond Golf and Mitre 10, these are retailers selling ordinary things every day and if I don't make a compensation order for them in the usual way, the burden falls back upon them to make this application under the *Sentencing Act* - - -

78 MR ROBERTS: Indeed, indeed.

79 HER HONOUR: And it just doesn't seem fair to me and I can understand in relation to the cars where there's something there for your client to be - to his advantage if that's the correct interpretation of what the value is under the Act.

80 MR ROBERTS: Yes. Yes, no, and for that reason if that's - given Your Honour's comments, I wouldn't take any further issue with those - the compensation orders with respect to say Drummond Golf - - -

81 HER HONOUR: Yes, I think if I went along that path, it would be really undermining the intention of the Act, I think.

82 MR ROBERTS: It would, but in my submission it's also unfortunate that the prosecution didn't in fact in considering how the Act works actually determine - ascertain what the value was. It wouldn't have been hard if they'd gone to Fagg's Mitre 10 and asked, well, how much did you pay - how much did this cost? They've just got - taken the selling price. In my submission it's a little bit - - -

83 HER HONOUR: It's not something that's usually done though, is it? I mean I've

been making compensation orders for many years and I haven't heard this argument before. Not - - -

84 MR ROBERTS: Well - - -

85 HER HONOUR: Obviously it has been put because you've quoted from Her Honour Judge Lewitan but obviously that item was extremely valuable...

86 MR ROBERTS: Yes, and no doubt the reason why the applicant went to such a great extent is precisely because of the extremely high value of the vehicle. But in my submission, it still doesn't - it still has been conducted according to the principles or the actual wording of the legislation. Nevertheless, from a pragmatic point of view I wouldn't take issue with the orders that Your Honour proposes to make.

87 HER HONOUR: All right.

88 MR ROBERTS: The only other fact that I would seek that Your Honour take into account is that in light of the sentence imposed and the uncertainty as to when and if Mr Deutscher would be resuming employment, just seek to remind Your Honour the provision at s.86(2) where it states that if a court decides to make an order under sub-s.(1) being an order for compensation, it may in determining the amount and method of payment of the compensation take into account as far as practicable the financial circumstance of the offender and the nature and burden it would impose.

89 So I only seek to remind Your Honour of that provision and seek that Your Honour do take that into account with the orders made. No doubt that would have been - that sub-s.(2) would be of much greater relevance to any orders

sought with respect to the two vehicles being of much greater volume, but otherwise Your Honour may not regard that - the financial circumstances with regard to the orders that Your Honour is proposing to make as in any way impact upon Your Honour's decision to make such orders.

90 HER HONOUR: No, that's right. I don't know whether those applications would ever be made or the orders ever be made. It's speculative so I can only assume that the - I haven't added up these individual items, they're probably in the region of about $12,000 or so, I would say.

91 MR ROBERTS: Yes, no, I think - yes, it's that and probably even less, so I'm not seeking to indicate that Your Honour's not taking it into account, I just wanted to remind Your Honour of that particular provision in the hope that Your Honour did consider the application of that provision. But as it states, it already states that the court may, it's not obligatory.

92 HER HONOUR: All right. I don't think there's any provision for a stay, is there? In s.86.

93 MR ROBERTS: No, but the court under sub-s.(4), the court may direct that the compensation be paid by instalments.

94 HER HONOUR: Well, it's too soon for that.

95 MR ROBERTS: Yes.

96 HER HONOUR: I mean once Mr Deutscher is released, he can make the application in the usual way to the registry.

97 MR ROBERTS: Certainly, Your Honour.

98 HER HONOUR: Any other matters?

99 MR ROBERTS: No, I don't believe so. Sorry, just one minor detail. It's not of great relevance but in - sorry, Charges 9 and 10 both state that the offences were committed on 22 December. I brought to the attention of the learned prosecutor Mr Moore - this is just a minor detail - that in fact the Holden Commodore was obtained on 20 December. When I noticed that both vehicles were obtained - it appeared were alleged to be obtained on the 22nd and I did a Google Maps search of - it seemed virtually impossible that Mr Deutscher could have got from one dealer to the other which are about almost two hours apart. So when I went to look at the documentation with regarding the purchase of the Holden Commodore, it in fact showed 20 December rather than 22.

100 HER HONOUR: I see.

101 MR ROBERTS: I just raise that just to be punctilious, Your Honour, just so that - as that detail occurred to me.

102 HER HONOUR: I see, all right. Did you have anything to say in response, Ms Saville?

103 MS SAVILLE: Your Honour, if I might just check the opening in relation to that. It wasn't a matter that was raised with me.

104 MR ROBERTS: I've referred it to the learned prosecutor at the time of the plea, Your Honour.

105 HER HONOUR: Yes.

106 MR ROBERTS: Because it had - it had only occurred to me shortly prior.

107 HER HONOUR: Yes, it would be easy enough for me to accommodate that by simply amending the paragraph to read on or about 20 December.

108 MR ROBERTS: Yes.

109 HER HONOUR: I think that might cover the ambiguity if there is any. Would you disagree with that?

110 MS SAVILLE: No, I don't disagree with that, Your Honour.

111 HER HONOUR: All right. That's done. Thank you. Thank you, officers, you may take Mr Deutscher.

112 MR ROBERTS: I might just briefly approach him?

113 HER HONOUR: Yes, you may, very briefly.

114 MR ROBERTS: Yes. Thank you, Your Honour. Thank you.

115 HER HONOUR: Thank you.

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IN THE COUNTY COURT OF VICTORIA | Court Reference: CR-17-01902

AT GEELONG | Indictment No: H10726244.1

CRIMINAL JURISDICTION

IN THE MATTER OF Section 182 of the *Criminal Procedure Act* 2009

Prosecution of Luke DEUTSCHER

AMENDED SUMMARY OF PROSECUTION OPENING FOR PLEA

Date of Document:	14 December 2018
Filed on behalf of:	Director of Public Prosecutions
Prepared by:	Solicitors code: 7539
JOHN CAINSolicitor for Public Prosecutions	Reference: Caitlin Garner
565 Lonsdale Street	Telephone: (03) 5215 6727
Melbourne Vic 3000	File Number: 1701641

BACKGROUND

1. Luke DEUTSCHER (hereinafter referred to as "the accused") was born on 7 January 1989. He was 28 years old at the time of the alleged offending and is currently aged 29. He was living at

an address in Clifton Springs and later at his parents' address in Elmore during the alleged offending.

2. At the time of the alleged offending, the prosecution is aware of the accused being the holder of the following bank accounts:

- Commonwealth Bank of Australia Smart Access Account number 06 2948 13702938
- Commonwealth Bank of Australia Smart Access Account number 06 3097 13163155
- Bank Of Melbourne Complete Freedom Account number 488073801

CIRCUMSTANCES OF OFFENDING

Charge 1 Obtain Property by Deception – Valley Ford Motor Group (19 November)

3. On 19 November 2016, the accused attended a Licenced Motor Car Trader (LMCT) Valley Ford Motor Group situated in Traralgon and signed a contract of sale for the purchase of a grey Ford Ranger registration number 1IW4YA to the value of $43,990.[2]
4. He provided his Victorian Drivers Licence as identification to salesperson Brendan MASTWYK. A photo copy of the accused's licence was retained by Valley Ford and kept on record.[3]
5. The accused advised MASTWYK that he had electronically transferred funds from his Commonwealth Bank of Australia (CBA) account to pay for the vehicle. The accused emailed a receipt (N111968509196) from an internet banking transfer as proof of payment for the vehicle to the value of $43,990.[4]
6. The proof of payment slip depicted that the accused had transferred $43,990 from his CBA Smart Access Account number 06 2948 1370 2938 to Valley Group Pty Ltd on Saturday the 19th of November 2016 at 2.38PM.
7. Examination of the accused's bank account number 06 2948 1370 2938 confirms no funds were transferred to Valley Ford. Further, the CBA account had a balance of $416.87 at the time and date he presented the receipt.[5]
8. The following day the accused attended Valley Ford Motor Group Traralgon and collected vehicle 1IW4YA. At this time Valley Ford Motor Group was unaware of the deception.

Charge 2 Obtain Property by Deception - Valley Ford Motor Group (26 November)

9. On 25 November 2016, the accused returned to Valley Ford Motor Group to purchase a vehicle for his girlfriend at the time, Elysa VAN HAEREN. The accused provided MASTWYK

[2] Depositions, Exhibit 1 p 62
[3] Depositions, Exhibit 2 p 69
[4] Depositions, Exhibit 3 p71
[5] Depositions, Exhibit 4 p 72

with another CBA receipt depicting an internet transfer of funds to the value of $30,400 for a silver Kia Sportage registration 11W4XU. [6]

10. On 26 November 2016, the accused and VAN HAEREN returned to Valley Ford. VAN HAEREN believed the accused had paid for the vehicle legitimately so she signed the contract of sale[7] and took possession of the vehicle.
11. The proof of payment slip depicted $30,400 had been transferred from the accused's CBA Smart Access Account number 06 2948 1370 2938 to Valley Group Pty Ltd on Friday 25 November 2016 at 6.51AM by Elysa VAN HAEREN. Enquiries made by investigators with the CBA confirmed no transfer of money to Valley Ford occurred from the bank account displayed. On 25 November 2016 the account balance of the accused's Smart Access Account number 06 2948 1370 2938 was $416.87.[8]

Charge 3 Obtain Property by Deception – Valley Ford Motor Group (26 November)

12. In the days following both purchases, Valley Ford became aware that no funds had been fraudultransferred in payment for the vehicles 1IW4YA and 1IW4XU. They made contact with the accused and demanded payment. The accused stated that CBA had made an error and he subsequently completed a CBA personal cheque for the value of $74,390 payable to Valley Group Pty Ltd.[9] The CBA account linked with the cheque is the accused's account number 13163155.
13. Enquiries made with the CBA revealed account number 13163155 in the name of the accused had a balance of $97.78 on 29 November 2016. The cheque was subsequently dishonoured.[10] The prosecution alleges that the accused produced the cheque as payment for the two vehicles, knowing that there were insufficient funds in the account.
14. On 29 November 2016 the accused returned both vehicles to Sheen's Panels in Geelong after being told a failure to do so would mean it would be reported to Police. Both vehicles were transported back to Valley Motor Group by Sheen's Panels on 30 November 2016.

Charge 4 Obtain Property by Deception – Wignall Ford (December 2016)

[6] Depositions, Exhibit 5 p 74
[7] Depositions, Exhibit 6 p75
[8] Depositions, Exhibit 4 p 72
[9] Depositions, Exhibit 7 p 81
[10] Depositions, Exhibit 8 p 82

15. On 1 December 2016 the accused attended a LMCT Wignall Ford situated in Mornington where he purchased a vehicle and completed a CBA personal cheque for the sum of $49,489.99 to Mornington Auto Group Pty. The accused attended an ANZ branch in Geelong and deposited the cheque into Wignall Ford's bank account. The CBA account that is linked with the cheque is the accused's account number 13163155.[11]
16. On 2 December 2016 the accused attended Wignall Ford in Mornington and signed a contract of sale for the purchase of a grey Ford Ranger registration AKB155 for the agreed price of $49,489.99.[12] He provided his Victorian Drivers Licence as identification, a copy of which was retained by Wignall Ford for their records.[13] The accused took possession of the vehicle on this day.
17. On 6 December 2016 Craig COLE the Dealer Principal at Wignall Ford was made aware that the personal cheque for $49,489.99 had been dishonoured and no funds had been deposited into the dealership bank account for the purchase of vehicle AKB155. Enquiries made by COLE revealed the personal cheque completed by the accused had been 'stopped' on 5 December 2016.[14]
18. Despite numerous efforts made by Wignall Ford to recover the funds,[15] the accused never made any payment for vehicle AKB155 and subsequently, the vehicle was reported stolen on 9 December 2016. The vehicle was located by Police at the accused's address in Clifton Springs and towed. It was then collected by COLE.

Charge 5 Obtain Financial Advantage by Deception – Glitz Car Wash (9 December 2016)

19. On 9 December 2016, prior to vehicle AKB155 being towed, the accused attended Glitz Car Wash situated in Mercer Street Geelong, where he completed a personal cheque for $108.80 in order for the vehicle to be detailed.[16]
20. The owner of Glitz Car Wash Japneet SINGH asked the accused to write down his details. The accused wrote down on the reverse side of the personal cheque an incorrect address and incorrect phone number.[17]

[11] Depositions, Exhibit 9 p 99
[12] Depositions, Exhibit 10 p 100
[13] Depositions, Exhibit 11 p107
[14] Depositions, Exhibit 12 p 108
[15] Depositions, Exhibit 13 p 110
[16] Depositions, Exhibit 15 p 123
[17] Depositions, Exhibit 16 p 124

21. On 15 December 2016, SINGH received a letter from ANZ bank stating that the personal cheque completed by the accused had been dishonoured because the account was closed.[18]
22. Enquiries made by investigators with CBA revealed that account number 13163155 was closed by CBA on 5 December 2016 after advising the accused of the decision to terminate their commercial banking relationship with him via letter on 30 November 2016.[19]

Charge 6 Obtain Property by Deception– Drummond Golf (9 December 2016)

23. On 9 December 2016 the accused attended Drummond Golf situated in Moorabool Street Geelong, where he completed a CBA personal cheque for the value of $1,399 payable to Drummond Golf Geelong as a means of paying for the following items:

- 1 set of Cobra golf clubs valued at $940
- 1 pair of Adidas shoes valued at $200
- 1 Triumph threesome buggy valued at $130
- 1 Adidas polo shirt valued at $73.00
- 1 box of burner soft balls valued at $16.05
- 1 Drummond Golf membership

24. On 13 December 2016, owner and manager of Drummond Golf Geelong Rodney BUNTING received a notice of cheque dishonour from National Australia Bank (NAB) in relation to the personal cheque completed by the accused. The letter stated the cheque was not processed as the account was closed.[20]
25. The CBA account linked with the cheque is the accused's account number 13163155 – the account which was closed by the CBA on 5 December 2016.
26. BUNTING made contact with the accused numerous times to arrange payment and despite the accused promising to attend the store to pay for the items in cash he never did.
27. On 17 December 2016, BUNTING had arranged a meeting with the accused at the Bank of Melbourne Geelong for the accused to withdraw cash and pay for the items. The accused cancelled the meeting. BUNTING then received a text message photo of a scheduled payment receipt into the Drummond Golf account from the accused's Bank of Melbourne Complete Freedom Account for the value of $1399.00.[21] No funds entered the Drummond Golf account for these items. BUNTING reported the matter to police on 19 December 2016.

[18] Depositions, Exhibit 17 p 125
[19] Notice of Additional Evidence dated 15 February 2018
[20] Depositions, Exhibit 19 p 127
[21] Depositions, Exhibit 20 p 128

Charge 7 Obtain Property by Deception – Faggs Mitre 10 (12 December 2016)

28. On 12 December 2016 the accused attended Faggs Mitre 10 situated in Wallington. He completed a personal CBA cheque to the value of $499 payable to Faggs Mitre 10 for the purchase of a mower and mulch and catch 550EX.[22]
29. Sales person Christy GRAHAM assisted the accused with the transaction. She observed a photo of the accused's Victorian Drivers Licence and entered all of his details onto their computer system.[23]
30. On 14 December 2016 Faggs Mitre 10 received a letter from NAB stating the cheque deposited had been dishonoured because the account was closed.[24] The CBA account linked with the cheque is the accused's account number 13163155 – closed by the CBA on 5 December 2016.[25]

Charge 8 Obtain Property by Deception – Maple Tree Café (12 December 2016)

31. On 12 December 2016 the accused attended Maple Tree Café in Lorne where he completed a CBA personal cheque to the value of $165.00 payable to Maple Tree Lorne for the purchase of food and drink consumed at the restaurant.[26] The accused sent a photo of his licence to staff at the restaurant.[27]
32. The CBA account linked with that cheque is the accused's account number 13163155 – closed by the CBA on 5 December 2016.
33. No payment has been made to Maple Tree Café despite numerous efforts to redeem the amount owed by the accused.

Charges 9, 11 & 13 OPBD x 3 – Trade Series 1

34. On 22 December 2016 the accused attended LMCT Booran Holden situated in Dandenong. The accused signed a contract of sale for the purchase of a Holden Commodore SSV Wagon registration ACH117 to the value of $31,390.[28]

[22] Depositions, Exhibit 33 p 160
[23] Depositions, Exhibit 34 p 161
[24] Depositions, Exhibit 36 p 163
[25] Depositions, Exhibit 7 p 81
[26] Depositions, Exhibit 37 p164
[27] Depositions, Exhibit 38 p 165
[28] Depositions, Exhibit 39 p 166

35. The accused provided his Victorian Drivers Licence as identification to salesperson Russell HUNT. He informed HUNT that he would electronically transfer the funds from his Bank of Melbourne account to pay for the vehicle. The accused emailed HUNT a receipt from an internet banking transfer as proof of payment for the vehicle.[29]
36. The proof of payment slip depicted that the accused had transferred $31,390 from his Bank of Melbourne Complete Freedom account number 488073801 to Booran Holden on 22 December 2016 at 10.26AM.
37. No funds were transferred from account number 488073801. In addition, the accused's account had a balance of $0.39 at the time and date he presented the receipt.[30]
38. The accused drove away in vehicle ACH177, as Booran Holden was not aware of his deception at the time. (**Charge 9 – Obtain Property by Deception**)
39. On 10 January 2017 the accused attended LMCT Major Car Sales situated in Grovedale and signed a contract of sale in regards to a trade in of vehicle ACH177 for a Black Holden station wagon registration ZOJ479. The agreed price for ZOJ479 was $16,999 and ACH177 was valued at $23,499. As a result the accused was given $6,500 cash back.[31]
40. The accused deceived salesperson Karen BROWN by purporting to be the legitimate owner of vehicle ACH177. (**Charge 11 – Obtain Property by Deceptio**n)
41. On 15 February 2017 the accused attended LMCT CSK Car Sales situated in Lilydale. The accused signed a contract of sale[32] in regards to a trade in of vehicle ZOJ479 for a grey Ford ute registration 1IW50S. The agreed price for 1IW50S was $9,990 and ZOJ479 was valued at $10,490. As a result the accused was given $500 cash back. A copy of the accused's driver's licence was retained by CSK car sales for their records.[33]
42. The accused deceived Craig KITTLEY, owner of CSK into thinking he legitimately owned vehicle ZOJ479. (**Charge 13 – Obtain Property by Deception**)

Charges 10, 12, 14 OPBD x 3 – Trade Series 2

43. On 22 December 2016 the accused attended LMCT Lemans Toyota situated in Deer Park and signed a contract of sale for the purchase of a Toyota 86 GTS registration 1GB9TH to the value of $32,000.[34]

[29] Depositions, Exhibit 41 p 173
[30] Depositions, Exhibit 42 p 174
[31] Depositions, Exhibit 43 p 205
[32] Depositions, Exhibit 44 p 207
[33] Depositions, Exhibit 45 p 210
[34] Depositions, Exhibit 46 p 211

44. The accused provided his Victorian Drivers Licence as identification to salesperson Peter JOVICIC. A copy was kept on record by Lemans Toyota.[35]
45. The accused emailed a receipt from an internet banking transfer as proof of payment for the vehicle to JOVICIC.
46. The proof of payment slip depicted that the accused had transferred $32,000 from his Bank of Melbourne Complete Freedom Account number 488073801 to Lemans Toyota's bank account on 22 December 2016 at 5.48PM. The receipt number attached to this transaction is the same receipt number as the one contained in the receipt provided to Booran Holden.
47. No funds were transferred from account number 488073801 into Leman Toyota's bank account.[36] In addition, the accused's account had a balance of $0.39 at the time and date he presented the receipt. [37]
48. The accused drove away in vehicle 1GB9TH as Lemans Toyota was not aware of the deception at the time. (**Charge 10 – Obtain Property by Deception**)
49. On 10 January 2017 the accused attended LMCT Blood Toyota situated in Geelong and signed a contract of sale in regards to a trade in of vehicle 1GB9TH for a Nissan Dualis registration ZTG224. He provided his Victorian Drivers Licence as identification, a copy of which was retained by Blood Toyota and kept on record.[38] The agreed price for ZTG224 was $19,990 and 1GB9TH was valued at $26,000. As a result the accused was given $6,010 cash back in the form of a cheque.[39]
50. The accused deceived salesperson Steven BAILEY into believing vehicle 1GB9TH was legitimately owned by the accused. (**Charge 12 – Obtain Property by Deception**)
51. On 21 February 2017 the accused attended LMCT Mil-Lee Cars situated in Northcote and signed a contract of sale in regards to a trade in of vehicle ZTG224 for a Silver Lexus Wagon registration STE959.[40]
52. The agreed price for STE959 was $9,406 and 1GB9TH was valued at $13,406. As a result the accused was given $4,000 cash back.
53. The accused deceived salesperson Milan VUCETIC into believing he was the legitimate owner of vehicle ZTG224. (**Charge 14 – Obtain Property by Deception**)

[35] Depositions, Exhibit 47 p 213
[36] Depositions, Exhibit 49 p 215
[37] Depositions, Exhibit 41 p 173
[38] Depositions, Exhibit 51 p 236
[39] Depositions, Exhibit 50 p 233
[40] Depositions, Exhibit 52 p 238

Charges 15, 16, 17 & 18 Theft, OPBD x 2, Attempt to OPBD – Varinder DHILLON (24 February 2017)

54. Varinder DHILLON is the owner of Modern Car & Truck Rental in North Geelong.
55. On 24 February 2017 DHILLON rented a vehicle to the accused for the purpose of moving house. When DHILLON delivered the vehicle to the accused at 12.26PM,[41] he accidentally left his ANZ bank card in the vehicle.
56. On 24 February 2017, DHILLON's bank card was used to make a purchase from PayPal to the value of $1,800. (**Charge 18 – Obtain Property by Deception**)
57. On 25 February 2017 DHILLON became aware that his ANZ business debit card was lost and checked his account details online. He noticed that the card had been used for unauthorised 4 purchases, these being 3 deposits into a Ladbrokes gambling account and the above PayPal purchase. DHILLON cancelled his card.
58. On 25 February 2017 the accused was contacted by staff members of Modern Car & Truck Rental to see whether he had sighted the card in the vehicle. The accused stated he had not seen a bank card. (**Charge 15 – Theft**)
59. The Prosecution will allege that on 24 February 2017 DHILLON's card details were added to the Ladbrokes account in the name of the accused.[42]
60. At 5.58PM on 24 February 2017 the accused then deposited $750 from DHILLON's ANZ debit card into the account. On the same date at 8.38PM another $500.00 was deposited from DHILLON's ANZ debit card into the account. At 12.54AM on 25 February 2017 a further $750 was deposited into the accused's Ladbrokes account.
61. The total amount deposited from DHILLON's debit card into the accused's Ladbrokes account was $2,000. (**Charge 16 – Obtain Property by Deception**)
62. Three further attempts totalling $2,600 were made by the accused to transfer money from DHILLON's debit card into the Ladbrokes account; however they were declined because the debit card had been cancelled by this time. (**Charge 17 – Attempt to Obtain Property by Deception**)
63. The accused returned the hire vehicle to Modern Car & Truck Rental on 26 February 2017.

Charge 19 Obtain Property by Deception – Cash Converters (28 February 2017)

[41] Depositions, Exhibit 29 p 147
[42] Depositions, Exhibit 31 p 151

64. On 28 February 2017 the accused attended Cash Converters Bendigo and traded in the set of Cobra Golf clubs belonging to Drummond Golf Geelong. Cash Converters loaned the accused $400 cash as a result of this trade in.[43]
65. Staff member Matthew MORGAN observed the accused sign the contract and obtained photo identification from him.
66. The accused was due to pay the loan back on 28 March 2017 but never made any payment.

Charge 20 & 21 Use False Document & Attempt to Pervert the Course of Justice

67. Senior Constable Joseph ANDERSON interviewed the accused at Geelong Police Station in relation to charge 8 on 20 February 2017. Following the interview, the accused emailed Senior Constable ANDERSON a copy of his Bank of Melbourne bank statement to show he had paid for the items taken from Drummond Golf. The statement is for account number 488073801 from the period of 30 November 2016 to 22 February 2017. On page 3 of 22 it shows that on 17 December 2016 $1,399 was transferred from the accused's account to Drummond Golf Geelong.[44]
68. Enquiries by investigators of the accused's bank account revealed no funds were transferred to Drummond Golf.[45] The prosecution alleges that the accused amended a copy of the bank statement to reflect the payment made with the intention of sparing himself from further police investigation and possible prosecution.

INVESTIGATION & ARREST

69. On 14 March 2017 investigators attended an address in Elmore where the accused lives with his parents in order to execute a search warrant.
70. The following items were located, photographed and seized as exhibits:

Located in the accused's bedroom

- 1 x Drummond Golf membership card in the name of Luke DEUTSCHER[46]
- 1 x Blue Adidas Polo shirt[47]
- 1 x ThinkPad Computer (containing various PDF files of bank receipts and transfers)[48]

Located in the backyard of the residence

43 Depositions, Exhibit 57 p 244
44 Depositions, Exhibit 55 p 241
45 Depositions, Exhibit 42, p 174 (p3 of 22)
46 Depositions, Exhibit 22 p 140
47 Depositions, Exhibit 23 p 141
48 Depositions, Exhibit 24 p 142

- A grey Ford Falcon ute registration 1IW50S

A search of the vehicle conducted by Senior Constable Bradley SKERKE located:

- 1 x ANZ bank card in the name of Varinder DHILLON[49]
- 1 x handwritten note with details of Varinder DHILLON's bank card?[50]

Located in the rear garage of the property

- 1 x pair of Adidas blue and white golf shoes[51]
- 1 x Mower Mulch and Catch 550EX[52]

71. On the same day, the accused was arrested and conveyed to the Elmore Police Station for interview in regards to charges 1, 2, 3, 4, 5, 6, 7, 8 & 9.
72. On 14 April 2017 investigators again executed a search warrant at 76 Hervey Street in Elmore. Vehicle 1IW50S, a grey Ford Falcon ute was parked in the driveway of the address. It was seized as an exhibit[53] and the accused was conveyed to Elmore Police Station to participate in a further record of interview in regards to charges 10-22.
73. Investigators have since seized a Silver Lexus Wagon registration STE959 from VAN HAEREN.[54]

SUMMARY

74. The total value of the property obtained (including the vehicles and cash back provided during the trade series') is **$267,036.79**.
75. Ultimately:
    - 2 vehicles were returned to the relevant car dealers (total value being $74,390);
    - 1 vehicle was collected by the relevant car dealer (value being $49,489.99);
    - 4 vehicles were traded in (total value being $100,379);
    - 4 vehicles were obtained in exchange for the trade ins (total value being $73,395);
    - the offender received $17,010 cash back as a result of the trade series'; and
    - 2 vehicles were seized by Victoria police (total value being $19,396).
76. Please refer to **Annexure 1** for a list of the vehicles purchased and traded (including the value and status of the vehicles).

[49] Depositions, Exhibit 25 p 143
[50] Depositions, Exhibit 26 p 144
[51] Depositions, Exhibit 27 p 145
[52] Depositions, Exhibit 28 p 146
[53] Depositions, Exhibit 53 p 239
[54] Depositions, Exhibit 54 p 240

77. Please refer to **Annexure 2** for a flowchart depicting the vehicle trade series'.

MAXMIMUM PENALTIES

Indictable offences:

Offence	No. of charges	Charge Numbers	Source	Max Penalty
Obtaining Property by Deception	15	1, 2, 4, 6-14, 16, 18 & 19	s 81(1) Crimes Act	Level 5 imprisonment (10 years)
Obtaining a Financial Advantage by Deception	2	3 & 5	s 82(1) Crimes Act	Level 5 imprisonment (10 years)
Theft	1	15	s 74(1) Crimes Act	Level 5 imprisonment (10 years)
Attempting to Obtain Property by Deception	1	17	s 321M Crimes Act	Level 6 imprisonment (5 years)
Using a False Document	1	20	s 83A(2) Crimes Act	Level 5 imprisonment (10 years)
Attempting to Pervert the Course of Justice	1	21	Common Law	Level 2 imprisonment (25 years)

Related Summary Offences:

Offence	No. of	Charge	Source	Max Penalty

	charges	Numbers		
Contravene Conduct Condition of Bail	4	27, 28, 29 & 30	s 30A(1) Bail Act 1977	30 penalty units or 3 months imprisonment

CRIMINAL RECORD

78. The offender has a Criminal Record, which was filed on 3 October 2018.

ORDERS

79. A forensic sample order is sought pursuant to section 464ZF of the *Crimes Act* 1958.

80. A forfeiture order is sought in respect of two vehicles (Ford Falcon Utility Reg. 1IW 5OS and Silver Lexus Reg. STE 959)

81. The following compensation orders are sought:

(a) VARINDER DHILLON - $3,800, being the total amount stolen from DHILLON's debit card;
(b) FAGG'S MITRE 10, WALLINGTON - $499, being the value of the lawn mower, mulch and catch;
(c) VALLEY FORD MOTOR GROUP, TRARALGON - $1,150, being the cost of towing vehicles from Ocean Grove to Traralgon;
(d) GLITZ HAND CAR WASH, GEELONG - $108.80, being the cost of the car detail;
(e) DRUMMOND GOLF GEELONG - $1,399, being the cost of the golfing items taken;
(f) MAPLE TREE RESTAUARANT LORNE - $165.00, being the cost of the food and drink consumed;
(g) BOORAN HOLDEN, DANDENONG - $31,390, being the value of the vehicle taken and not returned (Holden Commodore SSV Wagon registration ACH117);
(h) LEMANS TOYOTA DEER PARK - $32,000, being the value of the vehicle taken and not returned (Toyota 86 GTS registration 1GB9TH) ;
(i) CASH CONVERTERS BENDIGO - $400, being the cash obtained from trading in golf clubs belonging to DRUMMOND GOLF GEELONG; and

(j) WIGNALL FORD, MORNINGTON - $3,490, being the depreciation of the value of the grey Ford Ranger registration AKB 155.

VICTIM IMPACT STATEMENTS

82. Nil.

TIMING OF PLEA

83. The offender emailed the OPP on Friday, 21 September 2018, indicating that he intended to plead guilty. The Trial was to commence on Monday, 24 September 2018.

84. Section 6AAA of the *Sentencing Act* 1991 will apply.

PRE-SENTENCE DETENTION

85. Nil.

CHRONOLOGY OF PROCEEDINGS

Date	Event	Outcome
19 Nov 2016 – 10 Mar 2017	**Offending**	
20 Feb 2017	**1st ROI (charge 8)**	Charged and bailed
14 Mar 2017	**2nd ROI, (charges 1-9)**	Charged and bailed
20 Mar 2017	**Filing Hearing**	
14 Apr 2017	**3rd ROI, (charges 10-22)**	Charged and bailed
15 May 2017	**Charges 23-24 filed**	
7 Jul 2017	**1st COMM**	Adjourned – defence application.
8 Aug 2017		Defence ceased acting.

11 Aug 2017	**2nd COMM**	Adjourned– defence application. New defence solicitor acting.
15 Sep 2017	**3rd COMM**	Committed, SHUB- PNG. Not represented. Duty lawyer assisted.
31 Oct 2017	**IDH**	Not represented. Funding in issue.
20 Feb 2018	**2nd DH**	Not represented. Funding in issue.
10 Apr 2018	**3rd DH**	Not represented. Funding in issue.
8 May 2018	**4th DH**	No appearance. No application for a warrant.
22 May 2018	**5th DH**	Administratively adjourned – accused's application.
5 Jun 2018	**6th DH**	Administratively adjourned – accused's application.
14 Jun 2018	**7th DH**	Not represented. Funding in issue.
3 Jul 2018	**8th DH**	No appearance. Bail revoked. Warrant issued.
14-15 Jul 2018	**Warrant executed**	Accused bailed to attend DH on 17 Jul 2018.
17 Jul 2018	**9th DH**	Not represented. Funding in issue.
14 Aug 2018	**10th DH**	Not represented. Funding in issue.
16 Aug 2018	**11th DH**	Not represented. Funding in issue. VLA ordered to attend DH on 5 September 2018.
5 Sep 2018	**12th DH/Funding Mention**	Not represented. Funding in issue. Caitlyn Burgi of VLA attended and advised to assist the offender with a funding application.
21 Sep 2018	**Plea of guilty indicated**	Offender emailed the OPP indicating a plea of guilty

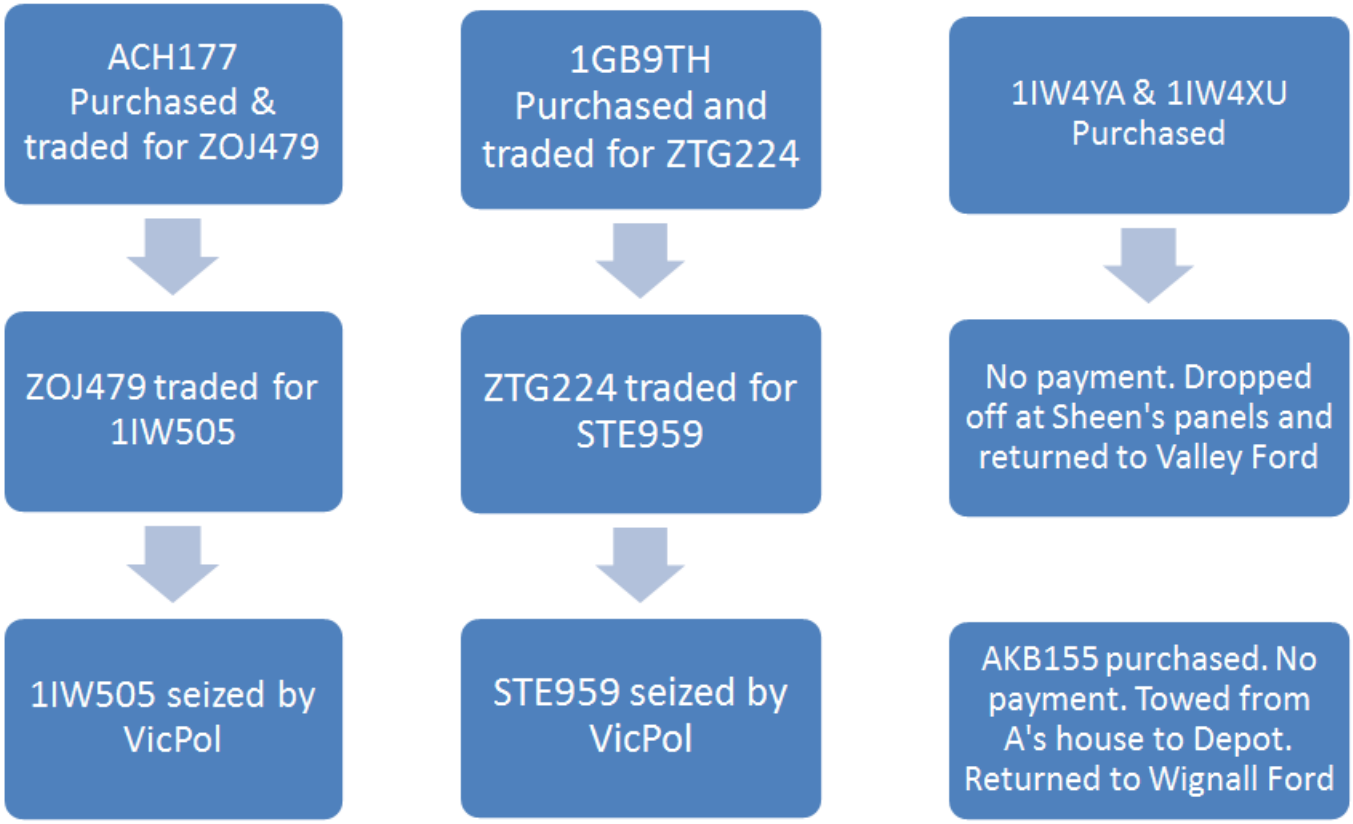
		to the charges. Robyn Greensill commenced acting.
24 Sep 2018	**Mention – Geelong County Court Circuit**	Adjourned – defence application.
2 Oct 2018	**Mention**	Listed for arraignment on 3 Oct 2018.
3 Oct 2018	**Arraigned**	PG to all charges. Adjourned for funding mention on 16 Oct 2018.
16 Oct 2018	**Funding Mention**	Listed for Plea in Geelong County Court Circuit commencing 26 November 2018.

ANNEXURE 1 – List of Vehicles Purchased and Traded

Car	Victim	Value	Action
Grey Ford Ranger 1IW4YA	Valley Ford, Traralgon	$43,990	Returned to Sheen's panels on 29 November after non-payment
Silver Kia Sportage 1IW4XU	Valley Ford, Traralgon	$30,400	Returned to Sheen's panels on 29 November after non-payment
Ford Ranger AKB155	Wignall Ford	$49,489.99	No payment made for vehicle Towed from Accused's house to

			Geelong Depot. C COLE picked vehicle up from depot on 12 December 2016
Toyota 86 1GB9TH	Lemans Toyota Deer Park	$32,000	Traded at $26,000 for Dualis ZTG224 Received $6,010 as back trade
Nissan Dualis ZTG224	Blood Toyota Geelong	$19,990	Traded at $13,406 for Lexus STE959 Received $4000 as back trade
Silver Lexus STE959	Deer Park Toyota	$9,406	Seized by Vicpol Subject of Forfeiture application
Holden Commodore SSV Wagon ACH177	Booran Holden	$31,390	Traded at $23,499 for Holden ZOJ479. Received $6,500 as back trade
Holden SV6 MK11 Sports Wagon ZOJ479	Major Car Sales	$16,999	Traded at $10,490 for Ford 1IW505. Received $500 as back trade
Ford Ute 1IW505	CSK Car Sales	$9,990	Seized by Vicpol Subject of Forfeiture application

ANNEXURE 2 – Flowchart of Vehicle Trade Series'


ACH177 Purchased & traded for ZOJ479
ZOJ479 traded for 1IW505
1IW505 seized by VicPol
1GB9TH Purchased and traded for ZTG224
ZTG224 traded for STE959
STE959 seized by VicPol
1IW4YA & 1IW4XU Purchased
No payment. Dropped off at Sheen's panels and returned to Valley Ford
AKB155 purchased. No payment. Towed from A's house to Depot. Returned to Wignall Ford